

In re:

Case No. 19-20060

DIANNE BURNS

Debtor(s).

Chapter 13

### CHAPTER 13 PLAN

ADDRESS: (1) 991 OAKVIEW  
Memphis, TN 38114 (2) \_\_\_\_\_

#### PLAN PAYMENT:

DEBTOR (1) shall pay \$ 400  weekly,  every two weeks,  semi-monthly, or  monthly, by:

PAYROLL DEDUCTION from: \_\_\_\_\_ OR  DIRECT PAY.

DEBTOR (2) shall pay \$ \_\_\_\_\_  weekly,  every two weeks,  semi-monthly, or  monthly, by:

PAYROLL DEDUCTION from: \_\_\_\_\_ OR  DIRECT PAY.

#### 1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19]  YES  NO

(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  YES  NO

(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12].  YES  NO

#### 2. ADMINISTRATIVE EXPENSES:

Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE:  Included in Plan; OR  Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by:  Debtor(s) directly,  Wage Assignment, OR  Trustee to: Monthly Plan Payment:

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_ \$ \_\_\_\_\_

#### 5. PRIORITY CLAIMS:

\_\_\_\_\_ Amount: \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ Amount: \_\_\_\_\_ \$ \_\_\_\_\_

#### 6. HOME MORTGAGE CLAIMS:

WELLS FARGO ; ongoing payment begins 4/1/19 \$ 258.58  
Approximate arrearage: 1,800 Interest 0 % \$ 30

\_\_\_\_\_ ; ongoing payment begins \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ % \$ \_\_\_\_\_

#### 7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of Collateral: Rate of Interest: Monthly Plan Payment:  
\_\_\_\_\_ %  
\_\_\_\_\_ %  
\_\_\_\_\_ %

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 90 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. §1325(a)]	<u>Value of Collateral:</u>	<u>Rate of Interest:</u>	<u>Monthly Plan Payment:</u>
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____
_____	_____	_____ %	\$ _____

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:**

Collateral: \_\_\_\_\_  
 Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

<u>Amount:</u>	<u>Rate of Interest:</u>	<u>Monthly Plan Payment:</u>
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

( ) Not provided for      OR    ( ) General unsecured creditor  
 ( ) Not provided for      OR    ( ) General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

\_\_\_\_\_

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.****14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \_\_\_\_\_.****15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

( ) \_\_\_\_\_ %, OR,

(✓) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

\_\_\_\_\_      ( ) Assumes      OR      ( ) Rejects.  
 \_\_\_\_\_      ( ) Assumes      OR      ( ) Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 60 months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):**

\_\_\_\_\_

**ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.**

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/Thomas C. Fila \_\_\_\_\_ DATE: 1/8/19 \_\_\_\_\_.  
 Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)